## UNITED STATES BANKRUPTCY COURT **EASTERN DISTRICT OF NORTH CAROLINA** NEW BERN DIVISION

GEC 0 9 2019

STEPHANIE J. BUTLER, CLERK U.S. BANKRUPTCY COURT EASTERN DISTRICT OF NO

Check if this is an amended
plan and list below the
sections of the plan that
have changed.
1. a, Pert a.
3 4 3 - 4

2,7,5,5,4

Fill in this information to identify your case: Trelvar Debtor 1: resio First Name Middle Name Last Name Debtor 2: (Spouse, if filing) First Name Middle Name Last Name Case Number: 04215-2- DW 9-(If known)

#### **CHAPTER 13 PLAN**

Part 1:

Notices

**Definitions:** 

Definitions of several terms used in this Plan appear online at https://www.nceb.uscourts.gov/localforms under the heading "Chapter 13 Plan Definitions." These definitions also are published in the Administrative Guide to Practice and Procedure for the United States Bankruptcy Court for the Eastern District of North Carolina.

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with Local Rules and judicial rulings may not be confirmable.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated if the plan is confirmed. You should read this plan carefully and discuss it with your attorney if you have an attorney in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

> If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the United States Bankruptcy Court for the Eastern District of North Carolina ("Court"). The Court may confirm this plan without further notice if no objection to confirmation is filed. In addition, you may need to file a timely proof of claim in order to be paid under any confirmed plan.

> Only allowed claims will receive a distribution from the Trustee, and all payments made to creditors by the Trustee shall be made in accordance with the Trustee's customary distribution process. When required, pre-confirmation adequate protection payments shall be paid in accordance with Local Rule 3070-1(c). Unless otherwise ordered by the Court, creditors not entitled to adequate protection payment will receive no disbursements from the Trustee until after the plan is confirmed.

The following matters may be of particular importance to you. <u>Debtor(s) must check one box on each line of §§ 1.1, 1.2, and 1.3 below, to state whether or not the plan includes provisions related to each item listed. If an item is checked "Not Included," or if neither box is checked, or if both boxes are checked, the provision will not be effective, even if set out later in the plan.</u>

1.1		A limit on the amount of a secured claim, set out in Section 3.3, which may result in a secured claim being treated as only partially secured or wholly unsecured. This could result in the secured creditor receiving only partial payment, or no payment atall.	☐ Included	NotInclude			
	1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.5.	(Included	□ NotInclude			
Ì	1.3	Nonstandard provisions, set out in Part 8.	☐ Included	NotInclude			
	Part 2	Plan Payments and Length of Plan					
	2.2	The Debtor(s) shall make regular payments to the Trustee as follows:    1   6   per month for 3   months	produced). urces, as specif				
1	2.3	The total amount of estimated payments to the Trustee is \$ 17, 8	14 60				
:		Adjustments to the Payment Schedule/Base Plan (Check one).					
		□ None.					
		Confirmation of this plan shall <u>not</u> prevent an adjustment to the plan payment schedule or plan base. The Trustee or the Debtor(s) may seek to modify the plan payment schedule and/or plan base within 60 days after the governmental bar date to accommodate secured or priority claims treated in Parts 3 or 4 of this Plan. This provision shall not preclude the Debtor or the Trustee from opposing modification after confirmation on any other basis.					
	2.5	Applicable Commitment Period, Projected Disposable Income, and "Liqu	uidation Test.	"			
		The Applicable Commitment Period of the Debtor(s) is 3 months, and the of the Debtor(s), as referred to in 11 U.S.C. § 1325(b)(1)(B), is \$ 4 6	_per month. T 25(a)(4), refers	he chapter 7 to the amount			

~ 4		n	0.00000
3.1	lion	Retention	חר
3.4		Merchin	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

The holder of each allowed secured claim provided for below will retain the lien on the property interest of the Debtor(s) or the estate until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge of the Debtor(s) under 11 U.S.C. § 1328.

3.2		ntenance of Payments and Cure of Default (if any) (Check one.)
	×	None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The current contractual installment payments will be maintained on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the Trustee ("Conduit") or directly by the Debtor(s), as specified below. Any arrearage listed for a claim below will be paid in full through disbursements by the Trustee, with interest, if any, at the rate stated. Unless otherwise ordered by the Court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) will control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a timely filed proof of claim, the amounts stated below are controlling as to the current installment payment and arrearage. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the Court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be paid by the plan.

Creditor Name	Collateral	Current Installment Payment (Including escrow)	Arrears Owed (If any)	Interest Rate on Arrearage (If applicable)
		\$ To be disbursed by: Trustee Debtor(s)	\$	9

Insert additional claims, as needed.

	Other. (Check all that apply and explain.) The Debtor(s):
(a)	do intend to seek a mortgage modification with respect to the following loan(s) listed above:
(b)	do not intend to seek mortgage loan modification of any of the mortgage loans listed above;
(c)	☐ intend to:

# **Request for Valuation of Security and Modification of Undersecured Claims.** (Check one.) None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

The remainder of this paragraph will be effective <u>only</u> if there is a check in the box "Included" in Part 1, § 1.1, of this plan, above.

Requests for Valuation of Collateral and Modification of Undersecured Claims for Real Estate may not be accomplished in this district in the absence of the filing and proper service of a motion and notice of motion specifically seeking such relief and giving the affected creditor the opportunity to object to the motion and request a hearing. Note that a separate motion must be brought if the collateral is real estate, but not if the collateral is personal property.

The Debtor(s) request that the Court determine the value of the collateral securing each of the claims listed below. For each non-governmental secured claim listed below, the Debtor(s) propose to treat each claim as secured in the amount set out in the column headed "Amount of Secured Claim." For secured claims of governmental units, unless otherwise ordered by the Court, the value of the collateral listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary valuation amount listed below. For each listed claim, the amount of the secured claim will be amortized and paid with interest at the stated rate over the life of the plan. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's entire claim will be treated as an unsecured claim under Part 5 of this plan. Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on its proof of claim controls over any contrary amount listed in this paragraph. Secured creditors entitled to pre-confirmation adequate protection payments will receive the same pursuant to E.D.N.C. LBR 3070-1(c).

Creditor Name	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Amount of Claims Senior to Creditor's Claim	Amount of Secured Claim	Interest Rate
	\$		\$	\$	\$	94

Insert additional claims, as needed

#### 3.4 Claims Excluded from 11 U.S.C. § 506(a). (Check one.)

□ None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

The claims listed below:

- (1) were incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s) ("910 Claims"),
- (2) were incurred within 1 year of the petition date and are secured by a purchase money security interest in any other thing of value ("1-Year Claims"), or
- (3) are debts the Debtor(s) otherwise propose to pay in full ("Other Claims").

These claims will be paid in full by the Trustee, with interest at the rate stated below. Unless otherwise ordered by the Court, the amount of the creditor's claim listed on its proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) will control over any contrary claim amount listed below. In the absence of a timely filed proof of claim, the claim amount stated below is controlling.

Secured creditors entitled to pre-confirmation adequate protection payments will receive the same pursuant to E.D.N.C. LBR 3070-1(c).

Creditor Name	Collateral (if any)	Amount of Claim	Interest Rate	Basis (910 Claim/1-Year Claim/Other Claim)
See affected		\$	%	
		\$	%	

Insert additional claims, as needed.

**Avoidance of Judicial Liens or Nonpossessory, Nonpurchase-Money Security Interests.** (Check one.)

□ None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The remainder of this Section 3.5 will be effective <u>only</u> if there is a check in the box "Included" in Part 1, § 1.2, of this plan, above.

The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the Debtor(s) would have been entitled under 11 U.S.C. § 522(b), and the Debtor(s) intend to avoid these liens, in whole or in part. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full with interest at the *Till* rate to the extent allowed as a secured claim. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim under Part 5 of this plan to the extent allowed.

Procedure to be used for lien avoidance: Lien avoidance as described in this section may not be accomplished in this district in the absence of the filing and proper service of a motion and notice of motion specifically seeking such relief and giving the affected creditor the opportunity to object to the motion and request a hearing.

Property Subject to Lien Type of Lien Total Claim ("Judicial" or Amount "NPMS!")	Total Claim Amount Secured	Claim Claim
111 Ford F-150 NPMS1 \$9,5000	9500 5,60	5º \$3,900
\$ \$	\$	\$

Insert additional claims, as needed.

	The Debtor(s) will surrender the collateral listed below that secures the creditor's claim. Upon confirmation of the plan, the automatic stay of 11 U.S.C. § 362(a) shall terminate as to the surrendered collateral and any co-debtor stay of 11 U.S.C. § 1301 shall terminate in all respects. No claim for a deficiency remaining due after the disposition of surrendered collateral will be allowed or paid unless the creditor timely files a proof of claim and, within 180 days after confirmation of the plan, amends the claim as necessary to show the remaining unsecured deficiency after the disposition of the surrendered collateral. Absent such timely filing and amendment of a claim, or an order by the Court extending the 180-day filing deadline, the surrender of the collateral shall be deemed in full satisfaction of the Debtor's contractual obligation to the creditor.
	Creditor Name Collateral
	Insert lines for additional creditors and collateral, as needed.
Par	t 4: Treatment of Fees and Priority Claims
.1	<b>General Treatment:</b> Unless otherwise indicated in this Part or in <b>Part 8, Nonstandard Plan Provisions</b> , the Trustee's fees and all allowed priority claims, will be paid in full without interest through Trustee disbursements under the plan.
1.2	Trustee's Fees: Trustee's fees are governed by statute and orders entered by the Court and may change during the course of the case. The Trustee's fees are estimated to be of amounts disbursed by the Trustee under the plan and are estimated to total \$ 1.9 29.
1.3	Debtor(s)' Attorney's Fees. (Check below, as appropriate.)  Debtor(s)' attorney has agreed to accept as a base fee \$, of which \$ was paid prior to filing. The Debtor(s)' attorney requests that the balance of \$ be paid through the plan.
	☐ The Debtor(s)' attorney intends to apply or has applied to the Court for compensation for services on a "time and expense" basis, as provided in Local Rule 2016-1(a)(7). The attorney estimates that the
	total amount of compensation that will be sought is \$, of which \$ was paid prior to filing. The Debtor(s)' attorney requests that the estimated balance of \$_ be paid through the plan.
1.4	Domestic Support Obligations ("DSO's"). (Check all that apply.)  None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.
	All DSOs coming due post-petition will be paid directly by the Debtor(s) to the holder of the claim, and wage garnishment may be utilized. The name and address of the holder of any DSO as defined in 11 U.S.C. § 101(14A) is as follows:
	Name of DSO Claimant Address, City, State

Surrender of Collateral. (Check one.)

None. If "None" is checked, the rest of § 3.6 need not be completed or reproduced.

3.6

	Creditor Name	Amount of Claim	(If Joint Case, Owed by Debtor 1 or Debtor 2	7 To be fald by Trustee or Deptor(s)
		\$		
	governmental unit. The	ition arrearages owed Debtor(s) have proposi pursuant to 11 U.S.C. §	ed a 60 month plan, and p	ssigned or are owed to a propose to pay less than the
	Creditor Name		n to be paid through the Plan	If Joint Case, Owed by Debtor 1 or Debtor 2
		\$		
7	Name 16"Name" in 1	Attorney's Fees and	Those Treated in Section	1 4.4
7	None. If "None" is checked	d, the rest of § 4.5 need n claims, other than atto	Those Treated in Section to to be completed or reproder prney's fees and domestic	uced.
R	None. If "None" is checked Section 507(a) priority	d, the rest of § 4.5 need n claims, other than atto	ot be completed or reprod	uced.
R	Section 507(a) priority estimated to be as fol	d, the rest of § 4.5 need n claims, other than atto lows:	ot be completed or reprod	uced. support obligations are
<b>?</b>	Section 507(a) priority estimated to be as fol	d, the rest of § 4.5 need not claims, other than attolows:	ot be completed or reprod	uced. support obligations are Estimated Claim Amount
5: Ger not prio com holo	Section 507(a) priority estimated to be as fol credito Name  Unsecured Non-priority estal Treatment. After conspecially classified in § 5.2 rity unsecured claims from mitment period or liquidation.	claims, other than attorious:  Claim for:  Claim for:	ders of allowed, non-priori or rata distribution with oth disposable income of the Days (2.5). Payments will comments with the complete of	uced. support obligations are Estimated Claim Amount

Except as may be required by the "disposable income" or "liquidation" tests, or as may otherwise be specifically set forth in this Plan, no specific distribution to general unsecured creditors is guaranteed under this Plan, and the distribution to such creditors may change depending on the valuation of secured claims (including arrears) and/or the amounts which will be paid to holders of priority unsecured claims under this Plan, both of which may differ from the treatment set forth in Parts 3 and 4 of this Plan based on claims filed by secured and priority creditors, or based on further orders of the Court.

5.2 Co-Debtor and Other Specially Classified Unsecured Claims. (Checkone.)

□ None. If "None" is checked, the rest of Part 5 need not be completed or reproduced.

The non-priority unsecured claims listed below are separately classified and, to the extent allowed, will be treated as follows, <u>provided</u> the basis for separate classification is specifically stated; <u>if no basis is stated</u>, <u>then such claim will be deemed treated as an unsecured non-priority claim under § 5.1 above</u>.

4Crealtor Name	Basis for Separate Classification Amount to be Paid and Treatment on the Claim	I Int. (%)
See a Harned	\$	%

Insert additional claims or explanation, as needed.

6.1 The executory contracts and unexpired leases listed below are to be treated as specified. All other executory contracts and unexpired leases are rejected. Allowed claims arising from the rejection of executory contracts or unexpired leases shall be treated as unsecured non-priority claims under Part 5 of this Plan, unless otherwise ordered by the Court. (Check one.)

A

**None.** If "None" is checked, the rest of Part 6 need not be completed or reproduced.

The executory contracts and unexpired leases listed below will be assumed ("A) or rejected ("R), as specified below.

If assumed, post-petition installment payments on the claims listed below will be paid directly by the Debtor(s) according to the terms of the underlying contract. Any pre-petition arrears listed on an assumed executory contract/unexpired lease will be cured by payments disbursed by the trustee over the "Term of Cure" indicated, with interest (if any) at the rate stated.

Lessor/Creditor Name Subjectof Lease/Contract	A or R	Pre-petition Arrears tobe • Gured	the description of	Term of Cure (# of mos.)	Current Monthly Payment	Contract or Lease Ends (mm/yyyy)
		\$			\$	

Insert additional leases or contracts, as needed.

### Part 7: Miscellaneous Provisions

7.1 Vesting of Property of the Bankruptcy Estate: (Chec	k one.
---	--------

Property of the estate will vest in the Debtor(s) upon:

plan confirmation.

☐ discharge.

other:\_

- 7.2 Possession and Use of Property of the Bankruptcy Estate: Except as otherwise provided or ordered by the Court, regardless of when property of the estate vests in the Debtor(s), property not surrendered or delivered to the Trustee (such as payments made to the Trustee under the Plan) shall remain in the possession and control of the Debtor(s), and the Trustee shall have no liability arising out of, from, or related to such property or its retention or use by the Debtor(s). The use of property by the Debtor(s) remains subject to the requirements of 11 U.S.C. § 363, all other provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.
- 7.3 Rights of the Debtor(s) and Trustee to Object to Claims: Confirmation of the plan shall not prejudice the right of the Debtor(s) or Trustee to object to any claim.
- 7.4 Rights of the Debtor(s) and Trustee to Avoid Liens and Recover Transfers: Confirmation of the plan shall not prejudice any rights the Trustee or Debtor(s) may have to bring actions to avoid liens, or to avoid and recover transfers, under applicable law.

Part	8: NonstandardPlan Provisions
8.1	Check "None" or List Nonstandard Plan Provisions.  None. If "None" is checked, the rest of Part 8 need not be completed or reproduced.
	The remainder of this Part 8 will be effective <u>only</u> if there is a check in the box "Included" in Part 1, § 1.3, of this plan, above.
	Under Bankruptcy Rule 3015(c), nonstandard plan provisions <u>must</u> be set forth below. A nonstandard provision is a provision not otherwise included in this E.D.N.C. Local Form or deviating from it. <b>Nonstandard provisions set out elsewhere in this plan are ineffective.</b> The following are the nonstandard provisions of this plan:
Part	Insert additional lines, as needed.  No additional plan provisions may follow this line or precede Part 9: Signature(s), which follows.  Signatures
9.1 Si	gnatures of Debtor(s) and Debtor(s)' Attorney
	Debtor(s) do not have an attorney, the Debtor(s) must sign below; otherwise the Debtor(s)' signature(s) are in the attorney for the Debtor(s), if any, must sign below.  Signature of Debtor 1  Executed on:  MM/DD/YYYY  MM/DD/YYYY
By si	gning and filing this document. the Debtor(s) certify that the wording and order of the provisions in this

If this document is also signed and filed by an Attorney for Debtor(s), the Attorney also certifies, that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in E.D.N.C. Local Form 113, other than any nonstandard provisions included in Part 8.

Chapter 13 plan are identical to those contained in E.D.N.C. Local Form 113, other than any nonstandard provisions

Date:

MM / DD / YYYY

included in Part 8.

Signature of Attorney for Debtor(s)

X

Tresia Treloar

Continuation Chapter 13 Plan 3.4 Claims Excluded from 11 USC Statute 506(a)

Creditor Name	Collateral	Amount of Claim	Interest Rate	Basis (910 Claim/1- Year Claim/Other Claim)
American First Financial Inc	Furniture	\$685.00	7.00%	1 Year Claim
MidEast Acceptance	2007 BMW 530XI	\$4,688.07	7.00%	910 Claim
MidEast Acceptance	2012 Jeep Patriot	\$3,396.57	7.00%	910 Claim

Tresia Treloar 19-04512-5-DMW

# Continuation Chapter 13 Plan Part 5 Unsecured Non-priority Claims

		2 2 7	
		Estimated	
	Basis for Separate	Amount of	
Creditor Name	Classification and Treatment	Claim	Interest
Auto Money Inc. of Dillon NC	Unsecured non-priority	\$3,900.00	0%
Duke Energy c/o Bull City Financial	Unsecured non-priority	\$234.41	0%
Carolina Payday Loans	Unsecured non-priority	\$633.00	0%
FSNB	Unsecured non-priority	\$1,238.00	0%
FSNB	Unsecured non-prority	\$169.00	0%
JOEMC	Unsecured non-priority	\$247.51	0%
John M. Romulus, DDS	Unsecured non-prority	\$523.50	0%
National Care Credit	Unsecured non-priority	\$121.00	0%
NC SECU	Unsecured non-priority	\$221.00	0%
Santandar Consumer USA	Unsecured non-priority	\$18,605.00	0%
Sprint	Unsecured non-priority	\$1,499.65	0%
Tmobile	Unsecured non-priority	\$1,194.88	0%
United Acceptance Corp	Unsecured non-priority	\$3,817.00	0%
Ramona Vicosky	Unsecured non-priority	\$600.00	0%
WEBBank/Fingerhut	Unsecured non-priority	\$364.00	0%

# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NORTH CAROLINA NEW BERN DIVISION

IN RE: Tresia Ann Treloar Case No: 19-04512-5-DMW

Chapter 13

#### CERTIFICATE OF SERVICE

The undersigned, of 300 Weatherford Drive, Jacksonville, North Carolina 28540, certifies:

. . . . .

That on today's date, I filed the foregoing AMENDED CHAPTER 13 PLAN with the Clerk of the Court and have mailed the documents to the recipients listed below by first class mail.

I certify under penalty of perjury that the foregoing is true and correct.

This the 6th day of December, 2019.

Tresia Ann Treloar

Pro-se

300 Weatherford Drive Jacksonville, NC 28540

Recipients: Joseph A. Bledsoe, III Chapter 13 Trustee PO Box 1618 New Bern, North Carolina 28563 Via First Class Mail

Attached Creditor List

Creditor List:

American First Finance PO Box 565848 Dallas, TX 75356

. . . . .

AutoMoney Inc Dillon No 2 2375 N HWY 301 Dillon, SC 29536

United State Bankruptcy Court PO Box 791 Raleigh, NC 27602 Bull City Financial Services 2609 N Duke Street Ste 500 Durham, NC 27704 Carolina Payday Loans 401 HWY, 301 North Dillon, SC 29536

FSNB

PO Box 33009 Fort Sill, OK 73503 JOEMC 259 Western Blvd Jacksonville, NC 28546-5736 John M. Romulus, DDA c/o Dynamic Dental 301 Dolphin Dr No 1 Jacksonville, NC 28546

Kinston Auto Mart 1711 W Vernon Ave Kinston, NC 28504 National Care Credit 1499 W 121<sup>st</sup> Ave No 300 Westminster, CO 80234 MidEast Acceptance c/o William F. Hill, Attorney PO Box 2517 Greenville, NC 27836

Ramona Vicosky c/o Independence Rentals Prop Mgmt 445 Western Blvd, Ste 1 Jacksonville, NC 28546 NC State Employees Credit Union Attn Loan Servicing PO Drawer 25279 Raleigh, NC 27611 Sprint KSOPHT0101-Z4300 63691 Sprint Parkway Overland Park, KS 66251-4300

Santander Consumer USA PO Box 961211 Fort Worth, TX 76161 Tmobile PO Box 742596 Cincinnati, OH 45274-2596 United Acceptance Inc 2400 Lake Park Dr SE, Ste 100 Smyrna, GA 30080

US Dept of ED GLEL SI PO Box 7860 Madison, WI 53707

WEBBANK Fingerhut 6250 Ridgewood Rd Saint Cloud, MN 56303